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**UNITED STATES DISTRICT COURT**

**EASTERN DISTRICT OF CALIFORNIA**

BRYON TOMMERAASON, an individual,

Plaintiff,

vs.

SIEMENS MOBILITY, INC., a Delaware  
corporation; and DOES 1 through 10, inclusive,

Defendants.

No. 2:22-cv-0344 MCE DB

**STIPULATED PROTECTIVE ORDER**

**1. PRELIMINARY MATTERS****A. PURPOSES AND LIMITATIONS**

Disclosure and discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting or defending this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order (the “Protective Order” or “Order”). This Order does not confer blanket protections on all disclosures or responses to discovery. The protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. Further, as set forth in Section 12.3, below, this Protective Order does not entitle the parties to file confidential information under seal. Rather, when the parties seek permission from the court to file material under seal, the parties must comply with L.R. 141 and 141.1 and with any pertinent orders of the assigned District Judge and Magistrate Judge.

**B. GOOD CAUSE STATEMENT**

In light of the nature of the claims and allegations in this case and the parties’ representations that discovery in this case will involve the production of confidential commercial and/or private medical records, and in order to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in connection with this action, to address their handling of such material at the end of the litigation, and to serve the ends of justice, a protective order for such information is justified in this matter. The parties shall not designate any information/documents as confidential without a good faith belief that such information/documents have been maintained in a confidential, non-public manner, and that there is good cause or a compelling reason why it should not be part of the public record of this case.

**2. DEFINITIONS**

2.1 Action: The instant action: *Bryon Tommeraason v. Siemens Mobility, Inc.*, Case No. 2:22-cv-00344-MCE-DB.

1           2.2    Challenging Party: a Party or Non-Party that challenges the designation of  
2 information or items under this Order.

3           2.3    “CONFIDENTIAL” Information or Items: information (regardless of how it is  
4 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
5 Civil Procedure 26(c), and as specified above in the Good Cause Statement.

6           2.4    “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or Items:  
7 extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure of which to another  
8 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less  
9 restrictive means.

10          2.5    Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
11 as their support staff).

12          2.6    Designating Party: a Party or Non-Party that designates information or items that it  
13 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

15          2.7    Disclosure or Discovery Material: all items or information, regardless of the medium  
16 or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
17 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
18 discovery in this matter.

19          2.8    Expert: a person with specialized knowledge or experience in a matter pertinent to  
20 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
21 consultant in this Action.

22          2.9    House Counsel: attorneys who are employees of a party to this Action. House  
23 Counsel does not include Outside Counsel of Record or any other outside counsel.

24          2.10   Non-Party: any natural person, partnership, corporation, association, or other legal  
25 entity not named as a Party to this action.

26          2.11   Outside Counsel of Record: attorneys who are not employees of a party to this Action  
27 but are retained to represent or advise a party to this Action and have appeared in this Action on  
28 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and

includes support staff.

2.12 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any deposition testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material, other than during a court hearing or at trial. Any use of Protected Material during a court hearing or at trial shall be governed by the orders of the presiding judge. This Order does not govern the use of Protected Material during a court hearing or at trial.

### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

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1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
 3 Non-Party that designates information or items for protection under this Order must take care to limit  
 4 any such designation to specific material that qualifies under the appropriate standards. The  
 5 Designating Party must designate for protection only those parts of material, documents, items, or  
 6 oral or written communications that qualify so that other portions of the material, documents, items,  
 7 or communications for which protection is not warranted are not swept unjustifiably within the ambit  
 8 of this Order.

9 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
 10 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
 11 encumber the case development process or to impose unnecessary expenses and burdens on other  
 12 parties) may expose the Designating Party to sanctions.

13 If it comes to a Designating Party's attention that information or items that it designated for  
 14 protection do not qualify for protection, that Designating Party must promptly notify all other Parties  
 15 that it is withdrawing the inapplicable designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
 17 e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
 18 Discovery Material that qualifies for protection under this Order must be clearly so designated before  
 19 the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) *for information in documentary form* (e.g., paper or electronic documents, but  
 22 excluding transcripts of depositions), that the Producing Party affix at a minimum, the legend  
 23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page  
 24 that contains protected material. If only a portion or portions of the material on a page qualifies for  
 25 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
 26 appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for inspection need not  
 28 designate them for protection until after the inspecting Party has indicated which documents it would

1 like copied and produced. During the inspection and before the designation, all of the material made  
 2 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
 3 identified the documents it wants copied and produced, the Producing Party must determine which  
 4 documents, or portions thereof, qualify for protection under this Order. Then, before producing the  
 5 specified documents, the Producing Party must affix the “CONFIDENTIAL”, or “HIGHLY  
 6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each page that contains Protected  
 7 Material. If only a portion or portions of the material on a page qualifies for protection, the Producing  
 8 Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
 9 margins).

10 Any/all records received in response to subpoenas to medical providers shall be considered  
 11 “CONFIDENTIAL.” Parties agree to meet and confer regarding documents likely to be responsive  
 12 to any other subpoenas to third parties, in advance of receipt of documents, to determine whether  
 13 such documents should be comprehensively considered “CONFIDENTIAL” or “HIGHLY  
 14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

15 (b) *for testimony given in depositions or in other pretrial or trial proceedings*, that  
 16 the Designating Party identifies on the record, before the close of the deposition, hearing, or other  
 17 proceeding, all protected testimony and further specify any portions of the testimony that qualify as  
 18 “CONFIDENTIAL”, or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it is  
 19 impractical to identify separately each portion of testimony that is entitled to protection and it appears  
 20 that substantial portions of the testimony may qualify for protection, the Designating Party may  
 21 invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right to  
 22 have up to 60 days after receiving a prepared transcript thereof to identify the specific portions of the  
 23 testimony as to which protection is sought and to specify the level of protection being asserted  
 24 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those  
 25 portions of the testimony that are appropriately designated for protection within the 60 days shall be  
 26 covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may  
 27 specify, at the deposition or up to 60 days afterwards, that the entire transcript shall be treated as  
 28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or  
2 other proceeding to include Protected Material so that the other parties can ensure that only  
3 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
4 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
5 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
6 – ATTORNEYS’ EYES ONLY.”

7 Transcripts containing Protected Material shall have an obvious legend on the title page that  
8 the transcript contains Protected Material, and the title page shall be followed by a list of all pages  
9 (including line numbers as appropriate) that have been designated as Protected Material and the level  
10 of protection being asserted by the Designating Party. The Designating Party shall inform the court  
11 reporter of these requirements. Any transcript that is prepared before the expiration of a period for  
12 designation set forth in this Protective Order shall be treated during that period as if it had been  
13 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
14 otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually  
15 designated.

16 (c) *for information produced in some form other than documentary and for any other*  
17 *tangible items*, that the Producing Party affix in a prominent place on the exterior of the container or  
18 containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY  
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information  
20 warrants protection, the Producing Party, to the extent practicable, shall identify the protected  
21 portion(s) and specify the level of protection being asserted.

22 5.3 Inadvertent Failures to Designate. The inadvertent production by any of the  
23 undersigned Parties, or any Non-Party, to this Action of any document, testimony, or information  
24 during discovery without a “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
25 EYES ONLY” designation shall be without prejudice to any claim that such item is  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and such  
27 party shall not be held to have waived any rights by such inadvertent production. In the event that  
28 any document, testimony or information that is subject to a “CONFIDENTIAL” or “HIGHLY

CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation is inadvertently produced without such designation, the Party that inadvertently produced the document shall give written notice of such inadvertent production within twenty (20) days of discovery of the inadvertent production, together with a further copy of the subject document, testimony or information designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (the “Inadvertent Production Notice”). Upon receipt of such Inadvertent Production Notice, the Party that received the inadvertently produced document, testimony or information shall promptly destroy the inadvertently produced document, testimony or information and all copies thereof, or, at the expense of the producing Party, return such together with all copies of such document, testimony or information to counsel for the producing Party and shall retain only the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designated Materials. Should the receiving Party choose to destroy such inadvertently produced document, testimony or information, the receiving Party shall notify the producing Party in writing of such destruction within ten (10) days of receipt of written notice of the inadvertent production. This provision is not intended to apply to any inadvertent production of any Information protected by attorney-client or work product privileges. In the event that this provision conflicts with any applicable law regarding waiver of confidentiality through the inadvertent production of documents, testimony or information, such law shall govern.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Procedure. In the event that counsel for a Party receiving documents, testimony or information in discovery designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” objects to such designation with respect to any or all of such items, said counsel shall advise counsel for the Designating Party, in writing, of such objections, the specific documents, testimony or information to which each objection pertains, and the specific reasons and support for such objections (the “Designation Objections”).

Counsel for the Designating Party and for the Receiving Party shall have thirty (30) days



1 from Designating Party's receipt of the written Designation Objections to meet and confer regarding  
 2 the same to attempt in good faith to reach an informal resolution. For any Designation Objections  
 3 that the Designating Party does not agree in writing to de-designate documents, testimony or  
 4 information by the end of that 30-day period, then the Receiving Party will have an additional 15  
 5 days to file a motion with the Court seeking to have it resolve any such remaining Designation  
 6 Objections that the Receiving Party continues to assert (the "Designation Motion").

7 Pending a resolution of the Designation Motion by the Court, any and all existing  
 8 designations on the documents, testimony or information at issue in such Motion shall remain in  
 9 place. The Designating Party shall have the burden of persuasion on any Designation Motion of  
 10 establishing the applicability of its "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
 11 ATTORNEYS' EYES ONLY" designation. Frivolous challenges, and those made for an improper  
 12 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose  
 13 the Receiving Party to sanctions.

14 In the event that the Designation Objections are neither timely resolved by informal  
 15 agreement nor timely addressed through the filing of a Designation Motion, then such documents,  
 16 testimony or information shall remain Protected Material. The Designating Party and Receiving  
 17 Party may agree in writing to extend the time periods set forth above, subject to any applicable  
 18 deadlines set by the Court. No party shall be obligated to challenge the propriety of any designation  
 19 when made, and failure to do so shall not preclude a subsequent challenge to the propriety of such  
 20 designation

## 21 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
 23 produced by another Party or by a Non-Party only in connection with this Action and then only for  
 24 prosecuting, defending, or attempting to settle this Action and not for any business or other purpose  
 25 whatsoever. Such Protected Material may be disclosed only to the categories of persons and under  
 26 the conditions described in this Order. When the Action has been terminated, a Receiving Party must  
 27 comply with the provisions of Section 13 (FINAL DISPOSITION) below.

28 Protected Material must be stored and maintained by a Receiving Party at a location and in a

1 secure manner that ensures that access is limited to the persons authorized under this Order.

2 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
3 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
4 information or item designated “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
6 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
7 information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
9 Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
11 reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to  
12 Be Bound” (Exhibit A);

13 (d) the Court and its personnel;

14 (e) private court reporters and their staff, professional jury or trial consultants, mock  
15 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who  
16 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
18 whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment  
19 and Agreement to Be Bound” (Exhibit A);

20 (g) the author or recipient of a document containing the information or a custodian  
21 or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to  
23 whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness  
24 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) they will not be  
25 permitted to keep any confidential information unless they sign the “Acknowledgment and  
26 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
27 by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
28 Protected Material may be separately bound by the court reporter and may not be disclosed to anyone

1 except as permitted under this Protective Order; and

2 (i) any mediator or settlement officer, and their supporting personnel, mutually  
3 agreed upon by any of the parties engaged in settlement discussions.

4 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”  
5 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
6 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY  
7 CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
10 information for this Action;

11 (b) House Counsel of the Receiving Party to whom disclosure is reasonably necessary  
12 for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
14 reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to  
15 Be Bound” (Exhibit A);

16 (d) the Court and its personnel;

17 (e) private court reporters and their staff, professional jury or trial consultants, mock  
18 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who  
19 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
21 whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment  
22 and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a custodian  
24 or other person who otherwise possessed or knew the information; and

25 (h) any mediator or settlement officer, and their supporting personnel, mutually  
26 agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order unless prohibited by law;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission, or unless otherwise required by law or court order. The Designating Party shall bear the burden and expense of seeking protection from the court of its confidential material requested in a subpoena or court order and nothing contained in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful subpoena issued in another action.

**9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-

1 Party's confidential information in its possession, and the Party is subject to an agreement with the  
 2 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-Party that some or  
 4 all of the information requested is subject to a confidentiality agreement with a Non-Party;

5 (2) promptly provide the Non-Party with a copy of the Protective Order in this Action,  
 6 the relevant discovery request(s), and a reasonably specific description of the information requested;  
 7 and

8 (3) make the information requested available for inspection by the Non-Party, if  
 9 requested.

10 (c) If a Non-Party represented by counsel fails to commence the process called for by L.R.  
 11 251(b) and L.R. 141.1(b)(2) within 14 days of receiving the notice and accompanying information  
 12 or fails contemporaneously to notify the Receiving Party that it has done so, the Receiving Party may  
 13 produce the Non-Party's confidential information responsive to the discovery request. If an  
 14 unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving  
 15 the notice and accompanying information, the Receiving Party may produce the Non-Party's  
 16 confidential information responsive to the discovery request. If the Non-Party timely seeks a  
 17 protective order, the Receiving Party shall not produce any information in its possession or control  
 18 that is subject to the confidentiality agreement with the Non-Party before a determination by the  
 19 court unless otherwise required by the law or court order. Absent a court order to the contrary, the  
 20 Non-Party shall bear the burden and expense of seeking protection in this court of its Protected  
 21 Material.

## 22 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
 24 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
 25 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
 26 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
 27 inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
 28 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to

Be Bound” that is attached hereto as Exhibit A.

## **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the procedures set forth above in Section 5.3 shall govern in the same manner for such inadvertent productions as for inadvertent failures to designate. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Insofar as the parties reach any other agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement into this Protective Order.

## **12. MISCELLANEOUS**

**12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

**12.2 Right to Assert Other Objections.** No Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

**12.3 Filing Protected Material.** A Party that seeks to file under seal any Protected Material must comply with L.R. 141 and with any pertinent orders of the assigned District Judge and Magistrate Judge. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party’s request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

**12.4 Violations.** Any violation of this Stipulated Protective Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**12.5 Jurisdiction to Enforce Protective Order.** After the termination of this action, the

1 Court will continue to have jurisdiction to enforce this Protective Order.

2 **13. FINAL DISPOSITION**

3 Unless otherwise ordered or agreed in writing by the parties, within 60 days after the  
4 termination of this action, as defined in Section 4 (DURATION), each destroy all Protected Material  
5 or return it to the Producing Party. As used in this subdivision, “all Protected Material” includes all  
6 copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the  
7 Protected Material. Notwithstanding this provision, Party Counsel are entitled to retain an archival  
8 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
9 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant  
10 and expert work product, even if such materials contain Protected Material. Any such archival copies  
11 that contain or constitute Protected Material remain subject to this Stipulated Protective Order as set  
12 forth in Section 4 (DURATION).

13 14. After this Stipulated Protective Order has been signed by counsel for all Parties, it shall be  
14 presented to the Court for entry.

15  
16 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

17  
18 Dated: July 4, 2022

**EXCELSIS LAW, P.C.**

19 By: /s/ C. Genevieve Jenkins (as authorized on 7/4/2022)  
20 C. Genevieve Jenkins, Esq.  
Zainah Alfi, Esq.

21 Attorneys for Plaintiff  
22 BRYON TOMMERAASON

23 Dated: July 6, 2022

**BAKER & HOSTETLER LLP**

24 By: /s/ Amy E. Beverlin  
25 Eric L. Barnum  
26 Amy E. Beverlin, Esq.

27 Attorneys for Defendant  
28 SIEMENS MOBILITY, INC.

**ORDER**

Pursuant to the parties' stipulation, IT IS SO ORDERED.

IT IS FURTHER ORDERED THAT:

1. Requests to seal documents shall be made by motion before the same judge who will decide the matter related to that request to seal.

2. The designation of documents (including transcripts of testimony) as confidential pursuant to this order does not automatically entitle the parties to file such a document with the court under seal. Parties are advised that any request to seal documents in this district is governed by Local Rule 141. In brief, Local Rule 141 provides that documents may only be sealed by a written order of the court after a specific request to seal has been made. L.R. 141(a). However, a mere request to seal is not enough under the local rules. In particular, Local Rule 141(b) requires that "[t]he 'Request to Seal Documents' shall set forth the statutory or other authority for sealing, the requested duration, the identity, by name or category, of persons to be permitted access to the document, and all relevant information." L.R. 141(b).

3. A request to seal material must normally meet the high threshold of showing that "compelling reasons" support secrecy; however, where the material is, at most, "tangentially related" to the merits of a case, the request to seal may be granted on a showing of "good cause." Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial – such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

5. With respect to motions regarding any disputes concerning this protective order which the parties cannot informally resolve, the parties shall follow the procedures outlined in Local Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an ex parte basis or on shortened time.

6. The parties may not modify the terms of this Protective Order without the court's approval. If the parties agree to a potential modification, they shall submit a stipulation and proposed order for the court's consideration.



1           7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement  
2 of the terms of this Protective Order after the action is terminated.

3           8. Any provision in the parties' stipulation that is in conflict with anything in this order is  
4 hereby DISAPPROVED.

5 DATED: July 20, 2022

/s/ DEBORAH BARNES  
UNITED STATES MAGISTRATE JUDGE

BAKER & HOSTETLER LLP  
ATTORNEYS AT LAW  
LOS ANGELES

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Protective Order that was issued by the United  
States District Court for the Eastern District of California in the case of *Bryon Tommeraason v.*  
*Siemens Mobility, Inc.*, Case No. 2:22-cv-00344-MCE-DB. I agree to comply with and to be bound  
by all the terms of this Protective Order and I understand and acknowledge that failure to so comply  
could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I  
will not disclose in any manner any information or item that is subject to this Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern  
District of California for the purpose of enforcing the terms of this Protective Order, even if such  
enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_